

Part 3 of 5

EXECUTION COPY

ACS SERVICES AGREEMENT

This ACS Services Agreement (this "Agreement") is entered into effective as of June 4, 2012 (the "Effective Date"), by and between ACS Wireless, Inc., an Alaska corporation ("Provider"), and The Alaska Wireless Network, LLC, a Delaware limited liability company (the "Company"). Provider and the Company are referred to in this Agreement individually as a "Party" and collectively as the "Parties." For purposes of this Agreement, terms used in capitalized form will have the meanings set forth in Appendix 1.

Recitals

A. Provider, together with its Affiliates, has engineered, operated, maintained and owned a CDMA/EVDO network (the "ACS Network") and General Communication, Inc., an Alaska corporation ("GCI"), together with its Affiliates, has engineered, operated, maintained and owned a CDMA/EVDO network (the "GCI Network").

B. On the Closing Date, the Company will be a joint venture formed between a wholly owned subsidiary of GCI ("GCI Member") and Provider (together with GCI Member, the "Owners") to engineer, operate and maintain competitive wireless networks in Alaska and to design and implement competitive plans for the provision of wireless products and services in the Alaska market, and to engage in certain related and ancillary businesses, and in connection therewith, the Owners will on the Closing Date contribute the ACS Network and the GCI Network (the "CDMA System") to the Company.

C. The Parties desire to set forth in this Agreement the terms and conditions pursuant to which Provider will provide operation, maintenance and repair in connection with the CDMA System and the Company will receive operation, maintenance and repair in connection with the CDMA System from and after the Closing Date.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be bound legally, agree as follows:

SECTION 1. SERVICES

1.1 CDMA System Services. Provider shall provide to the Company certain operation, maintenance and repair services in connection with the CDMA System (the "CDMA System Services"), subject to and on the terms and conditions set forth on Exhibit A and the Company shall perform its obligations set forth on Exhibit A.

1.2 [INTENTIONALLY OMITTED]

1.3 Request for Professional Services. From time to time as the Company may deem necessary in its sole discretion (subject to the terms of the Operating Agreement), the Company may request an estimate from Provider for additional services (the "Additional Services"), subject to and on the terms and conditions set forth on Exhibit C and upon acceptance of such

estimate Provider shall provide Additional Services to the Company in the manner set forth on Exhibit C.

1.4 Dedicated Employees. From time to time as the Company may deem necessary in its sole discretion (subject to the terms of the Operating Agreement), the Company may request Provider to provide and Provider shall provide to the Company the full-time, exclusive services of certain employees of Provider (the "Dedicated Employees"), subject to and on the terms and conditions, including for the term and for the consideration, set forth on Exhibit D.

SECTION 2. CONSIDERATION; PAYMENT PROCEDURES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECTION 3. EFFECTIVE DATE; TERM

3.1 Effective Date. This Agreement shall be effective on the Effective Date. The rights and obligations of the Parties set forth herein shall be subject to the condition precedent of the occurrence of the Closing. If the Contribution Agreement is terminated prior to the Closing, this Agreement shall terminate automatically without any further action by the Parties on the termination date of the Contribution Agreement.

3.2 Term. Subject to Section 3.1, the term of this Agreement will commence on the Closing Date and terminate on the fourth anniversary of the Closing Date (the "Term").

SECTION 4. DEDICATED EMPLOYEES

4.1 Personnel to Provide Services. Provider will make available to the Company the personnel described in Section 1.4, as determined in Provider's reasonable discretion it being understood that any such personnel shall have the requisite skills and experience to perform competently and effectively the tasks assigned to them. [REDACTED]

[REDACTED]

4.2 Provider as Employer. [REDACTED]

[REDACTED]

4.3 Additional Employee Provisions. Provider will have the right to terminate the employment of any Dedicated Employee at any time.

4.4 Workers' Compensation and Unemployment Insurance. Provider shall continue to provide workers' compensation and unemployment compensation insurance coverage for all Dedicated Employees at all times during the term of this Agreement in accordance with applicable laws.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Provider. Provider represents and warrants to the Company as follows:

(a) Provider is a corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska.

(b) Provider has the power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) Provider is not subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.

(d) The individual executing this Agreement on behalf of Provider has the authority to do so.

5.2 Representations and Warranties of the Company. The Company represents and warrants to Provider as follows:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified to do business in the State of Alaska.

(b) The Company has the power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) The Company is not subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.

(d) The individual executing this Agreement on behalf of the Company has the authority to do so.

SECTION 6. INDEMNIFICATION

6.1

[REDACTED]

[REDACTED]

6.2

[REDACTED]

6.3 Insurance.

(a) Required Insurance Coverage. In furtherance of clause (b)(ii) of the last sentence of Section 6.2, Provider will procure and maintain in force during the term of this Agreement the following insurance coverage:

- (i) commercial general liability with limits of not less than [REDACTED] per occurrence and [REDACTED] in the aggregate;
- (ii) worker's compensation insurance in amounts required by applicable law and employers' liability insurance with a limit of not less than [REDACTED] per occurrence;
- (iii) business automobile liability insurance (including owned, hired, and non-owned coverages) with a combined single limit for bodily injury (including death) and property damage of not less than [REDACTED] each accident;
- (iv) aviation liability insurance (including owned, leased, chartered and non-owned coverages) with a limit of not less than [REDACTED]; and
- (v) excess or umbrella liability coverage over the commercial general liability, business automobile liability and aviation liability insurances referenced above with limits of not less than [REDACTED].

(b) Self-Insurance; Claims-Made Policies; Ratings. The Parties acknowledge that Provider shall be deemed to be in compliance with the provisions of this Section 6.3 if it maintains a self-insurance program providing for a retention of up to [REDACTED] for each coverage set forth in Sections 6.3(a)(i), (ii), (iii) and (iv). If Provider provides any of the insurance coverages required under this Section 6.3 on a claims-made basis, such policy or policies shall be for at least a three-year extended reporting or discovery period. Unless otherwise agreed by the Company, Provider's insurance policies shall be obtained and maintained with companies rated "A" or better by Best's Key Rating Guide.

(c) Additional Insured; Waiver of Subrogation. Provider shall ensure that all insurance policies provided in accordance with this Agreement name the Company as additional insured. The additional insured coverage provided by Provider's insurance shall be primary to and non-contributory with any policies held by the Company, shall provide completed operations coverage, and otherwise shall provide coverage to the Company that extends identically to the coverage provided to Provider. Provider's insurance shall waive all rights of subrogation against the Company and its agents, officers, directors and employees. Certificates of insurance reasonably acceptable to the Company shall be provided to the Company, including copies of the additional insured and waiver of subrogation endorsements. The insurance required by this Agreement shall contain a provision that coverages afforded under the policies will not be cancelled until at least 30 days' prior written notice has been given to the Company as additional insured.

(d) Company As Named Insured. Provider may, at its discretion, fulfill its obligations under Sections 6.3(c) by adding the Company as a named insured to those insurance policies Provider maintains in fulfillment of Provider's obligations under Section 6.3(a). If Provider adds the Company as a named insured under such insurance policies, Provider shall have no obligation to name the Company as an additional insured under any of its policies notwithstanding the provisions of Section 6.3(c).

(e) Right To Inspect Policy. Provider shall provide to the Company all policies used by Provider to satisfy the requirements of Section 6.3(a) upon request by the Company.

6.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The Person claiming indemnification (the "Claimant") shall give written notice to the Party from which indemnification is sought (the "Indemnifier") of any claim, whether between or among Parties or brought by a third party, within 20 days of receiving notice, or becoming aware, thereof and specifying (i) the factual basis for such claim (to the extent known by the Claimant) and (ii) if known, the amount of the claim; provided that, failure to give such notice within 20 days shall not constitute a defense to any claim for indemnification unless, and only to the extent that, such failure materially prejudices the Indemnifier except that the Indemnifier shall not be liable for any expenses incurred during the period in which the Claimant failed to give such notice. Thereafter, the Claimant shall deliver to the Indemnifier, promptly following the Claimant's receipt thereof, copies of all notices and documents (including court papers) received by the Claimant relating to the claim.

(b) Following receipt of notice from the Claimant of a claim, the Indemnifier shall have 30 days to make such investigation of the claim as the Indemnifier deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifier and/or its authorized representative(s) the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifier agree at or prior to the expiration of said 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifier shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifier do not agree within such period (or any mutually agreed upon extension thereof), the Claimant may seek a remedy in accordance with the Arbitration Agreement.

(c) With respect to any claim by a third party as to which a Claimant is claiming indemnification hereunder, the Indemnifier shall have the right, at its own expense, to participate in or assume control of the defense of such claim with counsel selected by the Indemnifier, and the Claimant shall cooperate fully with the Indemnifier, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifier. Such cooperation shall include the retention and (upon the Indemnifier's request) the provision to the Indemnifier of records and information that are reasonably relevant to such third party claim, and making employees available at such times and places as may be reasonably necessary to defend against such third party claim for the purpose of providing additional information, explanation or testimony in connection with such third party claim. If the Indemnifier elects to assume control of the defense of any third party claim, the Indemnifier shall have the right to assert any counterclaims or defenses available to the Claimant against such third party, and the Claimant shall have the right to participate in the defense of such claim at its own expense and to employ counsel (not reasonably objected to by the Indemnifier), at its own expense, separate from the counsel employed by the Indemnifier, it being understood that the Indemnifier shall control such defense; provided that if the Claimant shall have reasonably concluded that separate counsel is required because a conflict of interest would otherwise exist, the Claimant shall have the right to select separate counsel to participate in the defense of such action on its behalf, at the expense of the Indemnifier. If the Indemnifier does not elect to assume control or otherwise participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to such claim. If the Indemnifier assumes the defense of a third party claim in accordance with this Section 6.4(c), the Indemnifier shall not be liable to the Claimant for any legal expenses subsequently incurred by the Claimant in connection with the defense thereof (other than during the period in which the Claimant shall have failed to give notice of the claim as provided above). Whether or not the Indemnifier assumes the defense of a third party claim, the Claimant shall not admit any liability with respect to, or settle, compromise or discharge, such third party claim without the Indemnifier's prior written consent, and the Indemnifier shall not have any indemnification obligation with respect to any settlement, compromise or discharge effected without its prior written consent.

6.5 Survival. The terms and conditions of this Section 6 will survive the expiration or termination of this Agreement, regardless of the reason for such expiration or termination.

SECTION 7. MISCELLANEOUS

7.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by telecopy (with automatic machine confirmation), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

If to the Company:

The Alaska Wireless Network, LLC
c/o General Communication, Inc.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
Attention: [REDACTED]

with a copy (which shall
not constitute notice) to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: [REDACTED]
Facsimile: [REDACTED]

If to Provider:

ACS Wireless, Inc.
c/o Alaska Communications Systems Group, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel
Facsimile: [REDACTED]

with a copy (which shall
not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: [REDACTED]
[REDACTED]
Facsimile: [REDACTED]

or to any such other or additional Persons and addresses as the Person to whom notice is to be provided may from time to time designate in a writing delivered in accordance with this Section 7.1.

7.2 Benefit and Binding Effect. Except as provided in Section 6, this Agreement shall inure solely to the benefit of the Parties, without conferring on any other Person any rights of enforcement or other rights. No Party may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3 Entire Agreement. This Agreement together with the Operating Agreement and the Arbitration Agreement and all exhibits and schedules hereto or thereto, and all documents and certificates delivered by the Parties contemporaneously and in connection herewith, or to be delivered by the Parties pursuant hereto or in connection herewith, collectively represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement together with the Operating Agreement and the Arbitration Agreement supersede all prior negotiations, letters of intent or other writings between the Parties with respect to the subject matter hereof, and cannot be amended, supplemented or modified except by a written agreement which makes specific reference to this Agreement, the Operating Agreement or the Arbitration Agreement, as the case may be, and which is signed by the Party against which enforcement of any such amendment, supplement or modification is sought.

7.4 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 7.4.

7.5 Severability. If any provision hereof or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

7.6 Dispute Resolution. If a dispute of any kind arises under or in connection with, or relates to, this Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by the Arbitration Agreement. By executing this Agreement, each Party agrees that such Party has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document.

7.7 Prevailing Party. If any Party commences any arbitration or proceeding against another Party to interpret or enforce any of the terms of this Agreement as a result of an alleged breach by the other Party of any terms hereof, the nonprevailing Party shall pay to the prevailing Party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such arbitration or proceeding (including at any appellate level).

7.8 No Consequential or Indirect Damages. Except to the extent payable to a third party with respect to indemnification claims under Section 6.4(c), in no event shall any Party be liable under this Agreement to another Party for any punitive, incidental, indirect, special or consequential damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching Party was advised of the possibility of such damages.

7.9 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of law principles thereunder.

7.10 [INTENTIONALLY OMITTED]

7.11 [INTENTIONALLY OMITTED]

7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

7.13 Payment of Expenses. Except as otherwise expressly provided in this Agreement, each of the Parties to this Agreement will bear its own expenses, including the fees of any attorneys and accountants engaged by such Party, in connection with this Agreement.

7.14 No Personal Liability. This Agreement will not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, director, member, manager, shareholder, employee or agent of either Party to this Agreement.

7.15 Force Majeure. No Party shall be liable for any delay or failure in performance of any part of this Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such Party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; satellite failures or anomalies; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the Party whose performance fails or is delayed shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are related to the performance so interfered with). The Party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

7.16 Further Actions. The Parties will execute and deliver all documents, provide all information, and take or forbear from all actions, without further consideration, that may be necessary or appropriate to achieve the purposes of this Agreement. Without limiting the foregoing, the Company will cooperate with Provider in the performance of Provider's duties hereunder and will execute such documents, instruments and certificates and provide such information to Provider, at no cost to Provider, as may be necessary for Provider to perform the Services.

7.17 Relationship of the Parties. Each Party acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties.

7.18 Confidentiality.

(a) Definition. “Confidential Information” means any information marked, noticed, or treated as confidential by a Party or which such Party holds in confidence, including all trade secret, technical, business, or other information, including customer or client information, however communicated or disclosed, relating to past, present and future research, development and business activities.

(b) Obligations. All “Confidential Information” of a Party shall be subject to the terms and conditions of Section 16.20 of the Operating Agreement.

(c) Survival. The provisions of this Section 7.18 will survive the expiration or termination of this Agreement, regardless of the reason for such expiration or termination.

7.19 Rules of Construction. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Words used in this Agreement, regardless of the gender and number specifically used, will be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Agreement, the word “including” or any variation thereof is not limiting, and the word “or” is not exclusive. The word day means a calendar day. If the last day for giving any notice or taking any other action is a Saturday, Sunday, or a day on which banks in New York, New York and Anchorage, Alaska are closed, the time for giving such notice or taking such action will be extended to the next day that is not such a day.

7.20 Integral Transaction. The Parties acknowledge and agree that the transactions contemplated by this Agreement and the Ancillary Agreements (as defined in the Contribution Agreement) (collectively, the “Transaction Agreements”) are integral parts of the same transaction and that the Parties (and their Affiliates that may be parties to any of the Transaction Agreements) are entering into each of the Transaction Agreements contingent on the Parties (and their Affiliates that may be parties to any of the Transaction Agreements) entering into all such Transaction Agreements.

[Signature Page Follows]

REDACTED - FOR PUBLIC INSPECTION

This ACS Services Agreement is signed by the Parties to be effective as of the Effective Date, notwithstanding the actual date of execution.

COMPANY:

THE ALASKA WIRELESS NETWORK,
LLC

By: 

Name: William C. Behnke

Title: Senior Vice President

PROVIDER:

ACS WIRELESS, INC.

By: 

Name: Anand Vadapalli

Title: CEO & President

[Signature page to ACS Services Agreement]

APPENDIX 1
Definitions

A.1 Defined Terms. The following terms will have the following meanings for all purposes of this Agreement:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, except that the Company shall not be deemed to be an Affiliate of Provider or of either of the Owners or of any of their respective Affiliates. For purposes of this definition, “control” (including the terms “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, partnership or other ownership interests, by contract, or otherwise.

“Arbitration Agreement” means the Arbitration Agreement, as it may be amended from time to time, attached as an exhibit to and incorporated in the Operating Agreement.

“Closing” has the meaning given such term in the Contribution Agreement.

“Closing Date” means the date on which the Closing occurs.

“Contribution Agreement” means the Asset Purchase and Contribution Agreement dated as of the date hereof entered into by Alaska Communications Systems Group, Inc., Provider, GCI, the GCI Member, and the Company and the other parties thereto, as it may be amended from time to time.

[REDACTED]

“Facilities and Network Use Agreement” means the Facilities and Network Use Agreement to be entered into on the Closing Date by Provider, Alaska Communications Systems Group, Inc., GCI, the GCI Member and the Company, as it may be amended from time to time, the form of which is attached as an exhibit to the Operating Agreement.

[REDACTED]

“Operating Agreement” means the First Amended and Restated Operating Agreement of Company to be entered into on the Closing Date, as it may be amended from time to time, the form of which is attached as an exhibit to the Contribution Agreement.

“Person” means any natural person, corporation, limited liability company, general or limited partnership, trust, unincorporated organization of any time, association, governmental authority, or other entity.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Services" means any and all services that may be provided from time to time during the term of this Agreement by Provider to the Company, including all CDMA System Services but excluding any Additional Services for purposes of the Fees.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A.2 Other Definitions. The following terms will have the meanings for all purposes of this Agreement set forth in the Section reference provided next to such term:

| <u>Definition</u> | <u>Section Reference</u> |
|--------------------------|--------------------------|
| ACS Network | Recital A |
| Additional Services | 1.3 |
| Provider | Recital A |
| Agreement | Preamble |
| CDMA System | Recital B |
| CDMA System Services | 1.1 |
| Claimant | 6.4(a) |
| Company | Preamble |
| Company Indemnitees | 6.1 |
| Confidential Information | 7.18(a) |

| <u>Definition</u> | <u>Section Reference</u> |
|-----------------------------------|--------------------------|
| Damages | 6.1 |
| Dedicated Employees | 1.4 |
| Effective Date | Preamble |
| Emergency Unscheduled Maintenance | Exhibit A |
| GCI | Recital A |
| GCI Member | Recital B |
| GCI Network | Recital A |
| Indemnifier | 6.4(a) |
| Network Integration Plan | Exhibit A |
| NOC | Exhibit A |
| Outage | Exhibit A |
| Owners | Recital B |
| Party or Parties | Preamble |
| Provider | Preamble |
| Provider Indemnitees | 6.2 |
| Scheduled Maintenance | Exhibit A |
| Term | 3.2 |
| Unscheduled Maintenance | Exhibit A |

REDACTED - FOR PUBLIC INSPECTION

EXHIBIT A

CDMA SYSTEM SERVICES

EXHIBIT A

CDMA SYSTEM SERVICES

I. PROVIDER RESPONSIBILITIES: GENERAL OPERATIONS AND
MAINTENANCE PROCEDURES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

II. PROVIDER RESPONSIBILITIES: SCHEDULED MAINTENANCE

[REDACTED]

[REDACTED]

III. PROVIDER RESPONSIBILITIES: UNSCHEDULED MAINTENANCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. RESPONSIBILITIES OF THE COMPANY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED - FOR PUBLIC INSPECTION

[REDACTED]

[REDACTED]

[REDACTED]

EXECUTION DRAFT

ADDITIONAL CAPACITY PURCHASE AGREEMENT

This Additional Capacity Purchase Agreement (the "Agreement") is made and effective as of _____, 201_ (the "Effective Date"), by and among The Alaska Wireless Network, LLC, a Delaware limited liability company ("AWN"), ACS Wireless, Inc., an Alaska corporation ("ACS"), and GCI Communication Corp., an Alaska corporation ("GCI").

RECITALS

WHEREAS, AWN, ACS, and GCI are contemporaneously herewith entering into the Fiber, Facilities, and Capacity Contribution IRU Agreement (the "Contribution IRU Agreement") for the grant to AWN by each of ACS and GCI of indefeasible rights of use in certain facilities and indefeasible rights of use in capacity in each case as designated in the Contribution IRU Agreement;

WHEREAS, the parties hereto contemplate that AWN may want to purchase indefeasible rights of use in additional capacity on certain facilities and networks owned by ACS or GCI (or their respective Affiliates) or certain facilities or networks for which ACS or GCI (or their respective Affiliates) hold indefeasible rights of use as appropriate or necessary for the operation and growth of AWN's business;

WHEREAS, the parties desire to establish the terms and conditions pursuant to which AWN may purchase such indefeasible rights of use; and

WHEREAS, any indefeasible right of use in capacity purchased by AWN pursuant to this Agreement shall be subject, following such purchase by AWN, to the terms and conditions of the Contribution IRU Agreement.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, AWN, ACS, and GCI hereby agree as follows:

DEFINITIONS

Definitions.

(a) Capitalized Terms. For purposes of this Agreement, the following capitalized terms shall be defined as follows:

"ACS" has the meaning set forth in the Preamble.

"ACS System" means [REDACTED]

"Additional Capacity Grant" has the meaning given such term in Section 2.1.

EXECUTION DRAFT

"Additional Network Capacity" means capacity on the ACS System or the GCI System.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, except that Awn shall not be deemed to be an Affiliate of either Member. For purposes of this definition, "control" (including the terms "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract, or otherwise.

"Ancillary Agreements" has the meaning given to such term in the Asset Purchase and Contribution Agreement.

"Annual Forecast" has the meaning given in such term in Section 1.1(a).

"Arbitration Agreement" means that certain Arbitration Agreement by and among Awn, Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, General Communication, Inc., an Alaska corporation, and GCI Wireless Holdings, LLC, an Alaska limited liability company, dated _____, 201_, as it may be amended from time to time.

"Asset Purchase and Contribution Agreement" means that certain Asset Purchase and Contribution Agreement by and among Awn, Alaska Communications Systems Group, Inc., ACS, General Communication, Inc., and GCI Wireless Holdings, LLC, dated _____, 201_, as it may be amended from time to time.

"Contribution IRU Agreement" has the meaning given to such term in the Recitals.

"Contract Year" means the calendar year.

"GCI" has the meaning given such term in the Preamble.

"Grantor" has the meaning given such term in Section 2.1.

"Operating Agreement" means the First Amended and Restated Operating Agreement of Awn and its members dated _____, 201_, as it may be amended from time to time.

"Person" means any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity of any kind, or a governmental authority.

"Transaction Agreements" has the meaning given to such term in Section 5.1.

"Wireless Business" has the meaning given to such term in the Operating Agreement.

EXECUTION DRAFT

Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word “including” shall be deemed to be followed by the words “without limiting the generality of the foregoing”, and the word “or” has the inclusive meaning of “and/or.” Except as specifically otherwise provided in this Agreement in a particular instance, a reference to an Article, Section, Exhibit or Schedule is a reference to an Article or Section of this Agreement or an Exhibit or Schedule hereto, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the Exhibits and Schedules to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

ARTICLE I

PURCHASE OF ADDITIONAL CAPACITY

[REDACTED]

[REDACTED]

[REDACTED]

EXECUTION DRAFT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II

TESTING, ACCEPTANCE, AND GRANT

[REDACTED]

EXECUTION DRAFT

[REDACTED]

[REDACTED]

ARTICLE III

Intentionally deleted

ARTICLE IV

TERM AND TERMINATION

Section 4.1 Termination or Expiration of IRU. This Agreement shall terminate upon the termination or expiration of the Contribution IRU Agreement.

Section 4.2 Uncured Material Breach. This Agreement may be terminated by ACS in the event of a material breach of the terms of this Agreement by GCI, which breach goes uncured for thirty (30) days after receipt by GCI of written notice of the breach (from either AWN or ACS). This Agreement may be terminated by GCI in the event of a material breach of the terms of this Agreement by ACS, which breach goes uncured for thirty (30) days after receipt by ACS of written notice of the breach (from either AWN or GCI). The termination of this Agreement shall not affect the rights of any party hereto with respect to any breach of this Agreement by any other party occurring before such termination.

Section 4.3 Bankruptcy or Insolvency. ACS may terminate this Agreement, or suspend its performance hereunder, if GCI files any petition seeking to adjudicate itself bankrupt or insolvent, seeking to liquidate, wind up or reorganize itself or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking, consenting to or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee or custodian for itself or for substantially all of its property. GCI may terminate this Agreement, or suspend its performance hereunder, if ACS files any petition seeking to adjudicate itself bankrupt or insolvent, seeking to liquidate, wind up or reorganize itself or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking, consenting to or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee or custodian for itself or for substantially all of its property.

EXECUTION DRAFT

ARTICLE V

MISCELLANEOUS

Section 5.1 Entire Agreement. This Additional Capacity Purchase Agreement, the Contribution IRU Agreement, the Operating Agreement, the Asset Purchase and Contribution Agreement, the Arbitration Agreement and all other Ancillary Agreements, together with all exhibits hereto and thereto, (the "Transaction Agreements") are integral parts of the same transaction. The parties entered into each of the Transaction Agreements contingent on the parties thereto entering into all such Transaction Agreements. The Transaction Agreements represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. In the event any provision in this Agreement is inconsistent with the Operating Agreement, the terms of this Agreement shall govern.

Section 5.2 Amendments. This Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

Section 5.3 Waivers and Consents. No waiver of any breach of any of the terms of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a party hereto required under this Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

Section 5.4 Assignment. No party hereto may assign or transfer this Agreement, or its rights or obligations hereunder, except in connection with the permissible assignment or transfer of the Contribution IRU Agreement pursuant to the terms thereof. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, transferees, and assigns.

Section 5.5 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereunder.

Section 5.6 Notices. All notices, consents, approvals, waivers or other communications hereunder will be in writing and will be delivered or sent addressed as follows:

EXECUTION DRAFT

If to AWN:

[REDACTED]
Anchorage, Alaska 99503
Attention:

If to ACS:

ACS Wireless, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: [REDACTED]
[REDACTED]

If to GCI:

General Communication Corp.
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: [REDACTED]

Any Person entitled to notice under this Section 5.6 may change the above address by giving notice as required by this Section 5.6. In computing time periods, the day of notice will be excluded. For notice purposes, a day means a calendar day (unless provided otherwise herein). Any notices given to any Person in accordance with this Agreement will be deemed to have been duly given and received: (i) on the date of receipt if personally delivered; (ii) five (5) business days after being sent by U.S. first class mail, postage prepaid; (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid; or (iv) two (2) business days after having been sent by a nationally recognized overnight courier service with confirmation of delivery. Operational contact information will be provided to the parties and updated as necessary.

EXECUTION DRAFT

Section 5.7 Severability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, such action will not affect any other provision of this Agreement, and the parties shall negotiate in good faith for an amendment to this Agreement that would place them as close as possible to the position that they would have been in had the invalid, illegal or unenforceable provision had been valid, legal, and enforceable.

Section 5.8 Dispute Resolution.

- (a) **Arbitration Agreement.** If a dispute of any kind arises under or in connection with, or relates to, this Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by the Arbitration Agreement.
- (b) **Continued Performance.** The parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.
- (c) **Specific Performance.** Each party hereto acknowledges and agrees that a breach of this Agreement may give rise to irreparable harm for which monetary damages would not be an adequate remedy. Each party hereto accordingly agrees that for the purpose of seeking relief under the Arbitration Agreement, and without waiving any remedy under this Agreement or the Arbitration Agreement, each party hereto shall be entitled to seek to enforce the terms of this Agreement by decree of specific performance or to obtain injunctive relief against any breach or threatened breach of this Agreement pursuant to the Arbitration Agreement in any court of competent jurisdiction. The party against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such party will not urge in any such action or proceeding the claim or defense that such remedy at law exists.

Section 5.9 Counterparts. This Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this Agreement and any amendments to this Agreement.

Section 5.10 Headings. Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

Section 5.11 Force Majeure. No party shall be liable for any delay or failure in performance of any part of this Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of

EXECUTION DRAFT

nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the affected party, be excused from such performance on a day-to-day basis to the extent of such interference (and the affected party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

Section 5.12 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and its respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person.

Signatures contained on next page.

EXECUTION DRAFT

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

THE ALASKA WIRELESS NETWORK, LLC

By _____
Name:
Title:

GCI COMMUNICATION CORP.

By _____
Name:
Title:

ACS WIRELESS, INC.

By _____
Name:
Title:

**FIBER, FACILITIES, AND CAPACITY CONTRIBUTION
IRU AGREEMENT**

This Fiber, Facilities, and Capacity Contribution IRU Agreement ("Contribution IRU Agreement") is made and effective as of _____, 201_ (the "Effective Date"), by and among The Alaska Wireless Network, LLC, a Delaware limited liability company ("AWN" or the "Grantee"), ACS Wireless, Inc., an Alaska corporation ("ACS"), and GCI Communication Corp., an Alaska corporation ("GCI" and together with ACS, each a "Grantor" and together the "Grantors").

RECITALS

WHEREAS, GCI, directly or through its Affiliates, owns a fiber optic and microwave communication system used exclusively to provide services to cell site locations (the "GCI Systems").

WHEREAS, AWN desires to be granted the right to use, and GCI is willing to grant to AWN an indefeasible right to use, certain fiber and facilities of, and capacity on, the GCI Systems, on the terms and conditions set forth below.

WHEREAS, ACS, directly or through its Affiliates, owns a fiber optic, copper, and microwave communication system used exclusively to provide services to cell site locations (the "ACS Systems").

WHEREAS, AWN desires to be granted the right to use, and ACS is willing to grant to AWN an indefeasible right to use, certain fiber and facilities of, and capacity on, the ACS Systems, on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, AWN, ACS, and GCI hereby agree as follows:

ARTICLE I

DEFINITIONS

"ACS" has the meaning given such term in the Preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“ACS Systems” has the meaning given such term in the Recitals.

[REDACTED]

[REDACTED]

[REDACTED]

“ACS Wireless Activities” has the meaning given such term in the Asset Purchase and Construction Agreement.

“ACS-Company IRU” has the meaning given such term in Section 3.1.

“ACS-Company IRU Term” has the meaning given such term in Section 6.2.

“Additional Capacity Purchase Agreement” means the Additional Capacity Purchase Agreement by and among ACS, GCI, and AWN of even date herewith.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” (including the terms “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract, or otherwise.

“Arbitration Agreement” means that certain Arbitration Agreement dated as of _____ by and among Alaska Communications Systems Group, Inc., ACS, General Communication, Inc., GCI Wireless Holdings, LLC, and AWN, as it may be amended from time to time.

“Asset Purchase and Contribution Agreement” means the Asset Purchase and Contribution Agreement dated as of _____ by and among Alaska Communications Systems Group, Inc., ACS, General Communication, Inc., GCI Wireless Holdings, LLC, and AWN.

“AWN” has the meaning given such term in the Preamble.

“Contribution IRU Agreement” has the meaning given such term in the Preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Effective Date” has the meaning given such term in the Preamble.

[REDACTED]

“Excluded Assets” has the meaning given such term in the Asset Purchase and Contribution Agreement.

[REDACTED]

[REDACTED]

“GCI” has the meaning given such term in the Preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“GCI Systems” has the meaning given such term in the Recitals.

[REDACTED]

[REDACTED]

[REDACTED]

“GCI Wireless Activity” has the meaning given such term in the Asset Purchase and Contribution Agreement.

“GCI-Company IRU” has the meaning given such term in Section 2.1.

“GCI-Company IRU Term” has the meaning given such term in Section 6.1.

[REDACTED]

“Grantee” has the meaning given such term in the Preamble.

[REDACTED]

“Grantor” has the meaning given such term in the Preamble.

“Grantors” has the meaning given such term in the Preamble.

“Impositions” means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including franchise, license and permit fees), together with any penalties, fines or interest upon a System or the arrangements contemplated by this Contribution IRU Agreement by any federal, state or local government or other public taxing authority.

[REDACTED]

“Joint Maintenance Agreement” means the agreement set forth in Exhibit F hereto.

“LEC” means a regulated local exchange carrier.

[REDACTED]

“Operating Agreement” means the First Amended and Restated Operating Agreement of AWN and its members dated _____, 201_, as it may be amended from time to time.

[REDACTED]

“System” means any portion of the ACS System or the GCI System, as the case may be.

[REDACTED]

[REDACTED]

“Term” has the meaning given such term in Section 6.3.

“Third Party” has the meaning specified in the Operating Agreement.

[REDACTED] gh [REDACTED]

[REDACTED]

[REDACTED]

“Wireless Business” has the meaning given to such term in the Operating Agreement.

ARTICLE II

GCI IRU OF GRANT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE III
ACS GRANT OF IRU

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IV
CONSIDERATION FOR GRANT

[REDACTED]

ARTICLE V

WARRANTY, MAINTENANCE, AND REPAIR

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE VI

TERM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE VII

MAINTENANCE AND REPAIR ACCESS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE VIII

PERMITS; UNDERLYING RIGHTS; RELOCATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IX

USE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE X

ACCESS TO COLLOCATION FACILITIES

[REDACTED]

[REDACTED]

ARTICLE XI

TAXES, FEES AND OTHER GOVERNMENTAL IMPOSITIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE XII

ADDITIONAL CAPACITY

[REDACTED]

ARTICLE XIII

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

Section 13.1 Authority; Binding Agreement; No Violation. Each party represents and warrants that:

- (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Contribution IRU Agreement;
- (b) this Contribution IRU Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (c) its execution of and performance under this Contribution IRU Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

Section 13.2 Permits and Legal Compliance. Each Grantor represents and warrants to the Grantee that:

- (a) Grantor has obtained or will obtain all permits and other governmental approvals required for the installation of its System; and

(b) in its ownership, operation and maintenance of its System, Grantor will comply with all applicable local, municipal, state or federal laws, orders and regulations.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Assignment. Neither party shall have the right to assign or otherwise transfer this Contribution IRU Agreement and the rights and obligations hereunder, except as may be specifically set forth in the Operating Agreement.

Section 14.2 Entire Agreement. This Contribution IRU Agreement, the Operating Agreement, the Joint Maintenance Agreement, the Asset Purchase and Contribution Agreement, the Additional Capacity Purchase Agreement, and the Arbitration Agreement and all other Ancillary Agreements, together with all exhibits and schedules hereto and thereto (the "Transaction Agreements"), are integral parts of the same transaction. The parties entered into each of the Transaction Agreements contingent on the parties entering into all such Transaction Agreements. The Transaction Agreements represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

Section 14.3 Amendments. This Contribution IRU Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

Section 14.4 Waivers and Consents. No waiver of any breach of any of the terms of this Contribution IRU Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Contribution IRU Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a party hereto required under this Contribution IRU Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

Section 14.5 Governing Law. This Contribution IRU Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws and principles thereunder.

Section 14.6 Notices.

If to the Company:

[]
Anchorage, Alaska 99503
Attention:

If to ACS:

ACS Wireless, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: [REDACTED]
[REDACTED]

If to GCI:

General Communication Corp.
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: [REDACTED]

Any Person entitled to notice under this Section 14.6 may change the above address by giving notice as required by this Section 14.6. In computing time periods, the day of notice will be excluded. For notice purposes, a day means a calendar day (unless provided otherwise herein). Any notices given to any Person in accordance with this Agreement will be deemed to have been duly given and received: (i) on the date of receipt if personally delivered, (ii) five (5)

business days after being sent by U.S. first class mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, or (iv) two (2) business days after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

Section 14.7 Severability. Wherever possible, each provision of this Contribution IRU Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Contribution IRU Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Contribution IRU Agreement, and the parties shall negotiate in good faith for an amendment to this Contribution IRU Agreement that would place them as close as possible to the position that they would have been in had the invalid, illegal or unenforceable provision had been valid, legal, and enforceable.

Section 14.8 Dispute Resolution.

(a) **Arbitration Agreement.** If a dispute of any kind arises under or in connection with, or relates to, this Contribution IRU Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by the Arbitration Agreement.

Section 14.9 Counterparts. This Contribution IRU Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this Contribution IRU Agreement and any amendments to this Contribution IRU Agreement.

Section 14.10 Headings. Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Contribution IRU Agreement.

Section 14.11 Force Majeure. No party shall be liable for any delay or failure in performance of any part of this Contribution IRU Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the affected party, be excused from such performance on a day-to-day basis to the extent of such interference (and the affected party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

Section 14.12 No Third Party Beneficiaries. The terms and provisions of this Contribution IRU Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Contribution IRU Agreement as of the date first written above.

Signatures contained on next page.

ALASKA WIRELESS NETWORK, LLC

By _____
Name:
Title:

GCI COMMUNICATION CORP.

By _____
Name:
Title:

ACS WIRELESS, INC.

By _____
Name:
Title:

EXHIBIT B

[REDACTED]

[REDACTED]

[illegible]

REDACTED - FOR PUBLIC INSPECTION

EXHIBIT D

[REDACTED]

[REDACTED]

| | | | |
|------------|------------|------------|------------|
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| | | | |
|-------------------------|------------|------------|------------|
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] - [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| [REDACTED] | | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | | | [REDACTED] |

[illegible]

[illegible]